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|---------------------------------|---|-------------------------------|---|
| <i>SERFF Tracking Number:</i> | <i>IRON-125619238</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Ironshore Indemnity Inc.</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>SA-08-001-F</i> | | |
| <i>TOI:</i> | <i>17.0 Other Liability - Claims Made/Occurrence</i> | <i>Sub-TOI:</i> | <i>17.0006 Directors & Officers Liability</i> |
| <i>Product Name:</i> | <i>Side A Directors and Officers Liability</i> | | |
| <i>Project Name/Number:</i> | <i>Side A Directors and Officers Liability New Program Submission/SA-08-001</i> | | |

Filing at a Glance

Company: Ironshore Indemnity Inc.

Product Name: Side A Directors and Officers Liability SERFF Tr Num: IRON-125619238 State: Arkansas

Liability

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0006 Directors & Officers Liability Co Tr Num: SA-08-001-F State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Westmont Associates Disposition Date: 04/29/2008

Date Submitted: 04/23/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval Effective Date (New):

Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Side A Directors and Officers Liability New Program Submission Status of Filing in Domicile: Pending

Project Number: SA-08-001 Domicile Status Comments: Filing was recently made in state of domicile.

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 04/29/2008

State Status Changed: 04/29/2008

Corresponding Filing Tracking Number:

Filing Description:

Side A Directors and Officers Liability New Program Forms Submission - Please note that the rates are exempt from review in the state.

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Product Name: Side A Directors and Officers Liability
Project Name/Number: Side A Directors and Officers Liability New Program Submission/SA-08-001

Company and Contact

Filing Contact Information

Jen Waldron, jen@westmontlaw.com
25 Chestnut St., Ste. 105 (856) 216-0220 [Phone]
Haddonfield, NJ 08033 (856) 216-0303[FAX]

Filing Company Information

Ironshore Indemnity Inc. CoCode: 23647 State of Domicile: Minnesota
55 Broadway, 12th Fl. Group Code: 4509 Company Type: Property & Casualty
New York, NY 10006 Group Name: Ironshore Group State ID Number: 1639
(646) 826-6616 ext. [Phone] FEIN Number: 41-0121640

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: AR Fee for forms
Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--------------------------|---------|----------------|---------------|
| Ironshore Indemnity Inc. | \$50.00 | 04/23/2008 | 19858531 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 04/29/2008 | 04/29/2008 |

SERFF Tracking Number: *IRON-125619238* *State:* *Arkansas*
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Product Name: *Side A Directors and Officers Liability*
Project Name/Number: *Side A Directors and Officers Liability New Program Submission/SA-08-001*

Disposition

Disposition Date: 04/29/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: IRON-125619238 State: Arkansas

Filing Company: Ironshore Indemnity Inc. State Tracking Number: EFT \$50

Company Tracking Number: SA-08-001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability

Product Name: Side A Directors and Officers Liability

Project Name/Number: Side A Directors and Officers Liability New Program Submission/SA-08-001

| Item Type | Item Name | Item Status | Public Access |
|---------------------|--|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | Letter of Authorization | Approved | Yes |
| Supporting Document | Cover Letter | Approved | Yes |
| Supporting Document | Forms List | Approved | Yes |
| Form | Side A Policy | Approved | Yes |
| Form | Side A Application | Approved | Yes |
| Form | Side A Declarations Page | Approved | Yes |
| Form | Extradition Coverage Endorsement | Approved | Yes |
| Form | Side A - Non DIC Endorsement | Approved | Yes |
| Form | Follow Form Endorsement | Approved | Yes |
| Form | Pending and Prior Litigation and Known Wrongful Acts Exclusion | Approved | Yes |
| Form | Pending and Prior Litigation Endorsement | Approved | Yes |
| Form | Prior Acts Exclusion | Approved | Yes |
| Form | Reliance Upon Other Application | Approved | Yes |
| Form | Specific Individual Exclusion | Approved | Yes |
| Form | SPECIFIC INVESTIGATION/CLAIM/LITIGATION/VENT OR ACT EXCLUSION | Approved | Yes |
| Form | Arkansas Amendatory Endorsement | Approved | Yes |

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Project Name/Number: Side A Directors and Officers Liability New Program Submission/SA-08-001

Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|--|----------------|--------------|--|----------------------|-------------|---|
| Approved | Side A Policy | SA.003 | (02/08 Ed.) | Policy/CoveNew rage Form | | 0.00 | IronPro Side-A Policy DIC 9_20 final.pdf |
| Approved | Side A Application | SA.001 | (01/08 Ed.) | Application/ New Binder/Enro llment | | 0.00 | SideA Application.S A.001.pdf |
| Approved | Side A Declarations Page | SA.002 | (2/08 Ed.) | Declaration New s/Schedule | | 0.00 | Side-A DIC Dec Page1.pdf |
| Approved | Extradition Coverage Endorsement | SA.END.0 01 | (01/08 Ed.) | Endorseme New nt/Amendm ent/Condi tions | | 0.00 | Side A - Extradition Coverage Endorsemen t.SA.END.00 1.pdf |
| Approved | Side A - Non DIC Endorsement | SA.END.0 09 | (01/08 Ed.) | Endorseme New nt/Amendm ent/Condi tions | | 0.00 | Side A - Non DIC Endorsemen t.SA.END.00 9.pdf |
| Approved | Follow Form Endorsement | SA.END.0 02 | (01/08 Ed.) | Endorseme New nt/Amendm ent/Condi tions | | 0.00 | Side-A Follow Form Endorsemen t.SA.END.00 2.pdf |
| Approved | Pending and Prior Litigation and Known Wrongful Acts Exclusion | SA.END.0 03 | (01/08 Ed.) | Endorseme New nt/Amendm ent/Condi tions | | 0.00 | SIDE-A PENDING AND PRIOR LITIGATION AND KNOWN |

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| | | | | | |
|----------|---|----------------------------|--|------|--|
| | | | | | WRONGFUL ACTS EXCLUSION .SA.END.00 3.pdf |
| Approved | Pending and Prior Litigation Endorsement | SA.END.0 (01/08 04 Ed.) | Endorseme New nt/Amendm ent/Condi tions | 0.00 | SIDE-A PENDING AND PRIOR LITIGATION ENDORSEM ENT.SA.EN D.004.pdf |
| Approved | Prior Acts Exclusion | SA.END.0 (01/08 05 Ed.) | Endorseme New nt/Amendm ent/Condi tions | 0.00 | SIDE-A PRIOR ACTS EXCLUSION .SA.END.00 5.pdf |
| Approved | Reliance Upon Other Application | SA.END.0 (01/08 06 Ed.) | Endorseme New nt/Amendm ent/Condi tions | 0.00 | SIDE-A RELIANCE UPON OTHER APPLICATI ON.SA.END. 006.pdf |
| Approved | Specific Individual Exclusion | SA.END.0 (01/08 07 Ed.) | Endorseme New nt/Amendm ent/Condi tions | 0.00 | SIDE-A SPECIFIC INDIVIDUAL EXCLUSION .SA.END.00 7.pdf |
| Approved | SPECIFIC INVESTIGATION /CLAIM/LITIGATI ON/EVENT OR ACT EXCLUSION | SA.END.0 (01/08 08 Ed.) | Endorseme New nt/Amendm ent/Condi tions | 0.00 | Side-A Specific Investigation ClaimLitigati onEvent or Act Exclusion.S |

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A.END.008.pdf

| | | | | |
|----------|-------------|-------|-------|----------------------------------|
| Approved | Arkansas | SA AR | 02/08 | Endorsement/Amendment/Conditions |
| | Amendatory | | | |
| | Endorsement | | | |

AR Draft.pdf



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

**THIS IS A CLAIMS MADE AND REPORTED POLICY
WITH COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY
PLEASE READ THE ENTIRE POLICY CAREFULLY**

SIDE-A DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer** shown in the Declarations, including the statements made in the **Application**, and subject to all terms, conditions and limitations of this Policy, the **Insured Person** and **Insurer** agree:

SECTION I. INSURING AGREEMENT

The **Insurer** shall pay on behalf of an **Insured Person** all **Loss** which the **Insured Person** shall be legally obligated to pay as a result of a **Claim** first made against the **Insured Person** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VI, except to the extent that such **Loss** is paid as indemnification or advancement by the **Company** or from any source or by any **Insurance Program**. In the event that **Loss** is not paid by such indemnification or advancement or other **Insurance Program**, this Policy will respond on behalf of the **Insured Person** as if it were primary, subject to all of its terms, conditions and limitations (including, but not limited to, Section IV D), and without prejudice to the agreed excess position of the **Insurer**.

SECTION II. DEFINITIONS

- A. **"Application"** shall mean each and every signed application submitted to the **Insurer** for consideration of insurance together with any attachments

to such applications and other materials submitted therewith or incorporated therein.

- B. **"Claim"** shall mean: a civil, criminal, governmental, regulatory, administrative or arbitration proceeding made against any **Insured Person** seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt of filing of notice of charges or similar document; or other written demand for monetary or non-monetary relief made against any **Insured Person**. However, in no event shall the term **"Claim"** include any labor or grievance proceeding which is subject to a collective bargaining agreement.
- C. **"Company"** shall mean the **Corporation** and any **Subsidiary**;
- D. **"Corporation"** shall mean the entity named in Item 1 of the Declarations.
- E. **"Costs of Defense"** shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense or appeal of any **Claim** including the costs of an appeal bond, attachment bond or similar bond (but without obligation on the part of the **Insurer** to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not include salaries, wages, overhead or benefit expenses associated with any **Insured Person**.
- F. **"Directors"** and **"Officers"** shall mean all persons who were, now are, or shall be directors and/or officers (or foreign equivalent) of the **Company**.
- G. **"Domestic Partners"** shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Company**.
- H. **"Employment Practices Claim"** shall mean any **Claim** brought by or on behalf of any past, present or future employee of the **Company** or **Outside Entity**, or any applicant for employment with the **Company** or **Outside Entity** alleging an **Employment Practices Wrongful Act**.
- I. **"Employment Practices Wrongful Act"** shall mean:
 - (1) adverse or unfair reprimand of an **Employee**;
 - (2) denial of interview or position;
 - (3) denial of training to an **Employee**;

- (4) derogatory or disparaging remarks to an **Employee**;
- (5) discrimination;
- (6) employment-related misrepresentations
- (7) employment-related libel, slander, defamation, or invasion of privacy;
- (8) failure to grant tenure;
- (9) failure to provide an adequate workplace, or employment policy or procedure for **Employees**;
- (10) imposing mandatory arbitration of an **Employment Practices Claim** by an employer;
- (11) improper denial of time off or vacation time to an **Employee**;
- (12) improper disciplinary action of an **Employee**;
- (13) improper performance review of an **Employee**;
- (14) improper transfer, change of position or change of work hours or shift of an **Employee**;
- (15) improper treatment of an **Employee** for their actions as a whistleblower;
- (16) negligent evaluation of an **Employee**;
- (17) negligent release of medical information of an **Employee**;
- (18) **Retaliation** against an **Employee**;
- (19) sexual or workplace harassment of any kind;
- (20) violation of the Equal Pay Act;
- (21) wrongful deprivation of career opportunity of an **Employee**, including defamatory statements made in connection with an **Employee** reference;

- (22) wrongful dismissal, discharge or termination of employment, whether actual or constructive, of an **Employee**;
- (23) wrongful failure to promote, transfer or employ; and
- (24) violation of the civil rights of an **Employee** relating to any of the above.

J. **"Insurance Program"** shall mean any existing insurance, other than this Policy, under which coverage may be owed to an **Insured Person**, including, without limitation, any existing Directors and Officers Liability insurance, Management Liability insurance or similar insurance.

K. **"Insured Person"** shall mean. any past, present, or future **Director** or **Officer**, general counsel, or member of the Board of Managers of the **Company** and any person serving in a functionally equivalent role for the **Company**;

L. **"Insurer"** shall mean the company stated in Item 8 of the Declarations.

M. **"Loss"** shall mean compensatory damages, punitive or exemplary damages, the multiple portion of any multiplied damage award, judgments, settlements (including pre- and post- judgment interest) and **Costs of Defense**, provided, however, **Loss** shall not include criminal or civil fines or penalties, taxes, or any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed. It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award.

Loss shall not include any portion of damages, judgments or settlements arising out of any **Claim** alleging that the **Company** paid an inadequate price or consideration for the purchase of securities.

N. **"Outside Entity"** shall mean:

- (1) any not-for-profit entity;
- (2) any private organization whose securities are not publicly traded; and

- (3) any public company, but only upon the condition that the **Corporation** shall have provided the **Insurer** with full particulars of the public company and agreed to any amendment of the provisions of this Policy required by the **Insurer** and paid when due any additional premium.
- O. “**Policy Period**” shall mean the period from the inception date of this Policy to the expiration date of this Policy as set forth in Item 2 of the Declarations, or its earlier termination if applicable.
- P. “**Pollutants**” shall mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on any list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.
- Q. “**Pollution**” shall mean the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere. **Pollution** also means any direction or request that the **Insured Person** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- R. “**Related Wrongful Acts**” shall mean **Wrongful Acts** which are the same, related or continuous, or **Wrongful Acts** which arise from a common nucleus of facts. **Claims** can allege **Related Wrongful Acts** regardless of whether such **Claims** involve the same or different claimants, **Insured Persons** or legal causes of action.
- S. “**Securities Claim**” shall mean any **Claim** (including a civil lawsuit or criminal proceeding or administrative or regulatory proceeding brought by the Securities and Exchange Commission, or by any similar state or foreign governmental or securities regulatory entity) made against an **Insured Person** alleging a violation of any law, regulation or rule, whether statutory or common law, which is:
- (1) brought by any person or entity alleging, arising out of, based upon or attributable to the: (a) purchase or sale of, or (b) offer or solicitation of an offer to purchase or sell, any securities issued by the **Company**, or

- (2) brought by a security holder of the **Company**, arising solely with respect to such security holder's interest in such securities of the **Company**, whether directly, by class action, or derivatively on behalf of the **Company**.

The **Insurer** shall not assert that a **Loss** incurred in a **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, constitutes uninsurable loss and, subject to all other terms and conditions of the Policy, shall treat that portion of all such settlements, judgments and **Costs of Defense** as constituting **Loss** under the Policy.

T. **"Subsidiary"** shall mean any entity in which the **Company** owns, directly or indirectly, more than fifty percent (50%) of the voting stock. This Policy will only apply to the **Wrongful Act** or **Related Wrongful Acts** of an **Insured Person** of a **Subsidiary**, or of any entity that merges with the **Company**, that first occur subsequent to the date such entity becomes a **Subsidiary** or is merged with the **Company** and prior to the date the **Corporation** ceased to own, directly or indirectly, more than fifty percent (50%) of the voting stock of such **Subsidiary**.

U. **"Wrongful Act"** shall mean:

- (1) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty, or **Employment Practices Wrongful Act**, by any **Insured Person** in their capacity as such with the **Company**;
- (2) any matter claimed against any **Insured Person** solely by reason of their capacity as such with the **Company**;
- (3) any matter claimed against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, but only if such service is at the request of the **Company**.

SECTION III. EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured Person**:

A. alleging, arising out of, based upon or attributable to:

- (1) an **Insured Person** gaining any profit, advantage or remuneration to which they were not legally entitled; provided however, this

exclusion shall only apply where it is finally adjudicated that such conduct occurred; or

- (2) the deliberate fraudulent or criminal acts of an **Insured Person**; provided, however, this exclusion shall only apply where it is finally adjudicated that such conduct occurred;

Provided, however,

- (a) Exclusions A(1) and (2) shall not apply to **Costs of Defense**;
- (b) Exclusion A(1) shall not apply to any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, to the portion of any **Loss** attributable to such violations.

B. alleging, arising out of, based upon or attributable to, any **Wrongful Act** or **Related Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement;

C. for any actual or alleged;

- (1) bodily injury, sickness, disease, or death of any person;
- (2) damage to or destruction of any tangible property, including the loss of use thereof; or
- (3) mental anguish, emotional distress, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander.

Provided, however,

- (a) Exclusions C(1) and (2) shall not apply to any **Claim** for any actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934 or any state securities statute or to any **Claim** in the form of a derivative action provided such derivative action is brought and maintained independently of the **Company**, any **Insured Person** or any **Outside Entity**.
- (b) Exclusion C(3) shall not apply to an **Employment Practices Claim**.

- D. which is brought by or on behalf of the **Company** or by any **Insured Person**; or which is brought by any security holder or member of the **Company**, whether directly or derivatively, unless such security holder's or member's **Claim** is instigated and continued totally independent of, and totally without solicitation of, or assistance of, or active participation of, or intervention of, the **Company** or any **Director** or **Officer** of the **Company** or which is brought by or on behalf of an **Outside Entity**, or by any director, officer, trustee, or governor thereof, for any **Wrongful Act** of an **Insured Person** serving as a director, officer, trustee or governor of such **Outside Entity**;

Provided, however, this exclusion shall not apply to:

- (1) any **Claim** brought by an **Insured Person** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of, and results directly from, a **Claim** that is covered by this Policy;
- (2) any **Employment Practices Claim** brought by an **Insured Person**, other than an **Insured Person** who is or was a member of the Board of Directors (or equivalent governing body) of the **Company**;
- (3) any **Claim** brought by the examiner, trustee, receiver, liquidator, rehabilitator or creditors' committee (or any assignee thereof) of the **Company**, in any bankruptcy proceeding by or against the **Company**;
- (4) any **Claim** brought by any past **Director** or **Officer** of the **Company** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of or consultant for the **Company** for at least four (4) years prior to such **Claim** being first made against any person;
- (5) any **Claim** brought by a **Director** or **Officer** (or equivalent position) of a **Company** formed and operating in a foreign jurisdiction, provided that such **Claim** is brought and maintained outside the United States, Canada or any other common law country (including any territories thereof); or
- (6) any **Claim** brought against an **Insured Person** engaging in any protected activity specified in 18 U.S.C. 1514A(a) ("whistleblower" protection pursuant to the Sarbanes-Oxley Act of 2002) or any

protected activity specified in any other “whistleblower” protection pursuant to any similar state, local or foreign securities laws.

- E. alleging, arising out of, based upon, or attributable to, directly or indirectly resulting from, or in consequence of, or in any way involving, **Pollution**. This exclusion shall not apply to a derivative action commenced by a security holder of the **Company** or its creditors.

The Wrongful Act of an Insured Person shall not be imputed to any other Insured Person for purposes of any of the above stated exclusions.

SECTION IV. LIMIT OF LIABILITY

- A. The **Insurer** shall be liable to pay **Loss** up to the Limit of Liability stated in Item 3 of the Declarations that is in excess of such indemnification or advancement by the **Company** or from any other source and excess any other **Insurance Program**.
- B. **Costs of Defense** shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations. Such **Costs of Defense** shall serve to reduce the Limit of Liability.
- C. The liability of the **Insurer** for all **Loss** arising from any and all **Claims** first made and reported pursuant to Section VI of the Policy shall be the amount shown in Item 3 of the Declarations which shall be the maximum aggregate Limit of Liability of the **Insurer** for the **Policy Period** and Discovery Period, if applicable, regardless of the time of payment or the number of **Claims**.
- D. Other Insurance and Indemnification
 - (1) The **Insured Person** and the **Company** understand and agree that all coverage under this Policy shall be specifically excess over, and shall not contribute with:
 - (a) any **Insurance Program** maintained by the **Company** or any **Outside Entity**, whether such other insurance is stated to be primary, contributing, excess or otherwise, and

- (b) all indemnification and advancement to which an **Insured Person** may be entitled from any source, including but not limited to the **Company** or any **Outside Entity**.

However, if **Loss** is not paid by such **Insurance Program** or as indemnification or advancement, this Policy will respond on behalf of the **Insured Person** as if it were primary, subject to all of its terms, conditions and limitations and without prejudice to the agreed excess position of the **Insurer**.

- (2) This Policy shall not be subject to the terms or conditions of any other insurance. The **Insurer** does not waive, compromise or release any of its rights to recover **Loss** paid under this Policy from the issuers of any other insurance under which coverage may be owed, or from any person or entity from which an **Insured Person** is entitled to indemnification or advancement, including the **Company** and any **Outside Entity**.

SECTION V. COSTS OF DEFENSE AND SETTLEMENT

- A. The **Insured Person** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insured Person** shall provide the **Insurer** with all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defense** incurred prior to the consent of the **Insurer** shall not be covered hereunder.
- B. The **Insured Person**, and not the **Insurer**, has the duty to defend all **Claims**, provided that the **Insured Person** shall only retain counsel as is mutually agreed upon with the **Insurer**.
- C. The **Insurer** shall at all times have the right, but not the duty, to associate with the **Insured Person** in the investigation, defense or settlement of any **Claim** to which coverage under this Policy may apply. The **Insured Person** shall cooperate with the **Insurer** and provide the **Insurer** such information as it may reasonably require in the investigation, defense or settlement of any **Claim**.
- D. The **Insurer** shall advance **Costs of Defense** prior to the final disposition of any **Claim**, provided such **Claim** is covered by this Policy. Any advancement shall be on the condition that if it is finally established that

the **Insurer** has no liability under the Policy for such **Claim**, the **Insured Person** will repay the **Insurer** all **Costs of Defense** advanced by virtue of this provision.

SECTION VI. NOTICE OF CLAIM

- A.** The **Insured Person** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period**. Such notice shall be given as soon as practicable but in no event later than thirty (30) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured Person** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Act**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.
- B.** If during the **Policy Period** or during the Discovery Period (if applicable) an **Insured Person** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against an **Insured Person** and shall give written notice to the **Insurer** of the circumstances, the **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then a **Claim** which is subsequently made against such **Insured Person** and reported to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances or alleging any **Related Wrongful Act**, shall be considered made at the time such notice of such circumstances was given. Notice of any such subsequent **Claim** shall be given to the **Insurer** as soon as practicable.
- C.** In addition to furnishing the notice as provided in Section VI, the **Insured Person** shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.
- D.** Notice to the **Insurer** as provided in Section VI shall be given to the **Insurer** identified in and to the address stated in Item 8 of the Declarations.

SECTION VII. DISCOVERY PERIOD

- A.** In the event the **Insurer** or the **Corporation** refuses to renew this Policy, the **Corporation** shall have the right, upon payment of one hundred

percent (100%) of the annual premium, (or if the **Policy Period** is other than annual, one hundred percent (100%) of the annualized premium), to an extension of the coverage provided by this Policy with respect to any **Claim** first made against any **Insured Person** during the period of twelve (12) months after the end of the **Policy Period** and reported to the **Insurer** pursuant to the provisions of this Policy, but only with respect to any **Wrongful Act** committed or alleged to have been committed before the end of the **Policy Period**. This twelve (12) month period shall be referred to in this **Policy** as the Discovery Period.

- B. As a condition precedent to the right to purchase the Discovery Period, the total premium for this **Policy** must have been paid, and a written request together with payment of the appropriate premium for the Discovery Period must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**.
- C. The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the Discovery Period shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the Discovery Period is considered to be part of, and not in addition to, the Policy Period.

SECTION VIII. GENERAL CONDITIONS

- A. Cancellation or Non-Renewal
 - (1) This Policy may be cancelled by the **Corporation** at any time by written notice to the **Insurer**. Upon cancellation, the **Insurer** shall retain the customary short rate portion of the premium, unless this Policy is converted to Run-Off pursuant to Section XIII.D. wherein the entire premium for this Policy shall be deemed earned.
 - (2) This Policy may only be cancelled by the **Insurer** if the **Corporation** does not pay the premium when due. The **Insurer** shall mail or deliver notice of cancellation to the **Corporation** at least ten (10) days before the effective date of cancellation.
 - (3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the Corporation with no less than sixty (60) days advance notice thereof.
- B. Application

It is agreed by the **Company** and the **Insured Persons** that the **Application**, and any information provided therewith, shall be on file with the **Insurer** and be deemed attached hereto as if physically attached hereto. It is further agreed by the **Company** and the **Insured Persons** that the statements in the **Application** and any information provided therewith are material and that this Policy is issued in reliance upon the truth of such representations. The **Application** shall be construed as a separate **Application** for coverage for each **Insured Person**. Each **Insured Person** represents that, to the best of their knowledge, the statements and particulars contained in the **Application** are true, accurate and complete. Each **Insured Person** agrees that this Policy is issued in reliance on the truth of the representation and that such particulars and statements in the **Application** are the basis of this Policy. It is understood and agreed that if any misrepresentation or misstatements are made in the **Application**, any **Claim** arising therefrom is excluded from this insurance. The knowledge or information possessed by any **Insured Person** will not be imputed to any other **Insured Person** as respects this provision.

However, it is understood and agreed that this Policy will not be rescinded by the **Insurer** with respect to any **Insured Person** for any reason.

C. Action Against the Insurer

- (1)** No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the obligation of the **Insured Person** to pay shall have been finally determined by an adjudication against the **Insured Person** or by written agreement of the **Insured Person**, claimant and the **Insurer**.
- (2)** No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against the **Insured Person** nor shall the **Insurer** be impleaded by any **Insured Person** or their legal representative in any such **Claim**.

D. Conversion to Run-Off Coverage

If, during the **Policy Period**, a transaction occurs wherein another entity gains control of the **Corporation** through the ownership of more than fifty percent (50%) of the voting stock of the **Corporation**, or the **Corporation** merges into another entity or consolidates with another entity such that the **Corporation** is not the surviving entity, then:

- (1) this Policy shall only apply to **Wrongful Acts** actually or allegedly committed on or before the effective date of such transaction; and
- (2) the entire premium for this Policy shall be deemed earned as of the date of such transaction.

E. Coverage Extensions

(1) Lawful Spouse or Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or **Domestic Partner** of an **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of such **Insured Person**.

(2) Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The term **Directors** and **Officers** is deemed to include individuals who serve in equivalent positions in foreign **Subsidiaries**.

(3) Estates and Legal Representatives

The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives or assigns of any **Insured Person** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**.

F. Subrogation

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the rights of recovery of the **Insured Person** and the **Insured Person** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** to effectively bring suit in the name of any Insured Person.

G. Dispute Resolution

In the event any dispute arises in connection with this Policy that cannot be resolved, the **Insurer** and the Insured Person shall participate in a non-binding mediation in which the **Insurer** and the **Insured Person** shall attempt in good faith to resolve such dispute. Either the **Insured Person**

or the **Insurer** shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced until termination of the mediation and until at least 90 days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses. The costs and expenses of a mediation, or any arbitration, shall be split equally by the parties.

H. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

I. Conformity to Statute

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

J. Entire Agreement

By acceptance of this Policy, the **Insured Persons** and the **Insurer** agree that this Policy (including the Declarations, **Application** submitted to the **Insurer** and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

K. Corporation Represents Insured Persons

By acceptance of this Policy, the **Corporation** shall be designated to act on behalf of all **Insured Persons** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

L. Representative of the Insurer

Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, provided, however, notice of **Claim** shall be given pursuant to Section VI of the Policy.

M. Service of Suit

In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the Insurer, at the request of the **Insured Person**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or shall be understood to constitute a waiver of the right of the **Insurer** to commence an action in any court of competent jurisdiction within the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in any such suit may be made upon Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006. In any suit instituted against the **Insurer** upon this Policy the **Insurer** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured Person** or any beneficiary hereunder arising out of this Policy, and hereby designates the above named Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006 as the entity to whom said officer is authorized to mail such process or a true copy thereof.

N. Bankruptcy

Bankruptcy or insolvency of the **Company** or any **Insured Person** shall not relieve the **Insurer** of any of its obligations under this Policy.

O. Headings

The descriptions in the headings of this Policy form no part of the terms and conditions of the coverage under this Policy.

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411



APPLICATION FOR SIDE –A DIRECTORS AND OFFICERS LIABILITY INSURANCE COVERAGE

NOTICE: THIS IS AN APPLICATION FOR A CLAIMS-MADE AND REPORTED POLICY. THE POLICY FOR WHICH THIS APPLICATION IS MADE IS LIMITED TO LIABILITY FOR WRONGFUL ACTS FOR WHICH CLAIMS ARE FIRST MADE WHILE THE POLICY IS IN FORCE AND WHICH ARE REPORTED AS SOON AS PRACTICABLE TO THE INSURER, BUT IN ANY EVENT NO LATER THAN THIRTY (30) DAYS AFTER THE TERMINATION OF THE POLICY.

THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS, INCLUDING JUDGMENTS OR SETTLEMENT AMOUNTS, SHALL BE REDUCED BY AMOUNTS INCURRED FOR COSTS OF DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR COSTS OF DEFENSE AND SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.

THE POLICY DOES NOT PROVIDE FOR ANY DUTY OR OBLIGATION ON THE PART OF THE INSURER TO DEFEND THE DIRECTORS AND OFFICERS OR THE COMPANY.

1. GENERAL INFORMATION:

- a) Name of Company _____
- b) Address _____
- c) Nature of Business _____
- d) Date of Incorporation _____
- e) State of Incorporation _____
- f) Name and Title of officer of the Applicant designated as the Company contact: _____

2. STOCK OWNERSHIP:

- a) Total number of common shares outstanding _____
- b) Total number of common shareholders _____
- c) Are shares publicly traded? ☐ Yes ☐ No
If Yes, specify the exchange on and the symbol under which they are listed _____
- d) Give names and percent owned of any shareholders who hold, directly or beneficially, 5% or more of the common shares outstanding: _____

3. ANNOUNCED CHANGES:

- a) Has the Company publicly revealed in the past 24 months, or does it contemplate within the next 12 months, any: _____

- (1) consolidation or merger with any other entity ☐ Yes ☐ No
- (2) acquisition or disposition of any stock, assets or interest in any other corporation, partnership, or joint venture? ☐ Yes ☐ No
- (3) Sale, distribution or divestiture of any assets or stock, other than in the ordinary course of business? ☐ Yes ☐ No

If Yes to any question above, has the Board of Directors approved such action(s)? ☐ Yes ☐ No

Has such action(s) been submitted to the shareholders for approval? ☐ Yes ☐ No
Attach complete details.

- b) Has the company filed in the past 18 months, or contemplated filing within the next 12 months, any registration statement with any government authority for an offering of securities? ☐ Yes ☐ No

If Yes, provide applicable prospectus.

- c) Has the Applicant or any of its Subsidiaries changed auditors in the past year? ☐ Yes ☐ No ☐ N/A. If "yes" please provide complete details.

RENEWAL APPLICANTS NEED NOT ANSWER QUESTIONS 4, 5 AND 6.

4. PREVIOUS INSURANCE

- a) Has the Company or any Subsidiary previously held or does it now have any Directors and Officers Liability Insurance or similar insurance? ☐ Yes ☐ No
If Yes, provide the following details:

| INSURER | LIMIT | DEDUCTIBLE | PERIOD FROM /TO | PREMIUM |
|---------|-------|------------|--------------------|---------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

- b) Provide details of any prior claim under such insurance (if none, so state) _____

- c) Has any Insurer cancelled or refused to renew any Directors and Officers Liability Insurance or similar insurance within the past 3 years? ☐ Yes ☐ No
If Yes, provide complete details.

5. PREVIOUS EXPERIENCE:

- a) Has the Company, or anyone for whom insurance is intended, been involved in the following:
- (1) any antitrust, copyright or patent litigation? ☐ Yes ☐ No

(2) any civil or criminal action or administrative proceeding alleging a violation of any federal or state security law or regulation? ☐ Yes ☐ No

(3) any representative actions, class actions, or derivative suits? ☐ Yes ☐ No

If Yes to any of the above, provide details:

b) Are there any pending claims against anyone for whom this insurance is intended which may fall within the scope of coverage afforded by any similar insurance presently or previously in effect?
☐ Yes ☐ No

If Yes, provide complete details.

c) Has anyone for whom this insurance is intended given notice under the provisions of any other previous or current similar insurance policy of any facts or circumstances which may give rise to a claim being made against the Company and/or any Director and/or Officer?

☐ Yes ☐ No

If Yes, provide complete details.

IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, WHETHER REPORTED OR NOT REPORTED, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM HAVE BEEN REPORTED, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE.

6. PRIOR KNOWLEDGE:

Does anyone for whom insurance is intended have any knowledge or information of any act, error, omission, fact or circumstance which may give rise to a claim which may fall within the scope of the proposed insurance? ☐ Yes ☐ No

If Yes, provide complete details.

IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS WHETHER DISCLOSED ABOVE OR NOT, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.

7. MATERIALS REQUESTED:

As an attachment to this Application, please include the following (where applicable):

- Complete list of all Directors and Officers to include their name, position, term of office, and affiliation with any other outside organizations.
- Most recent Annual Report.
- Most recent filing with the S.E.C. (Form 10-K) and any subsequent filings (Form 10-Q, Form 8-K, etc.)
- Latest available interim financial statements.
- The notice to shareholders and proxy statement for both the last and next scheduled annual meeting.
- Most recent prospectus.

NOTICE TO THE APPLICANT – PLEASE READ CAREFULLY

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE. HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE, ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO AND BECOME A PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION FORM ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUHTORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN

APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS - WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-10, 36 §3613.1).

NOTICE TO OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY MATERIALLY FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE GUILTY OF A CRIME.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANT: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED BY THE CHAIRMAN OF THE BOARD AND PRESIDENT AND DATED. IF THE CHAIRMAN OF THE BOARD AND PRESIDENT ARE THE SAME INDIVIDUAL, PLEASE HAVE THE APPLICATION SIGNED BY THE CHIEF FINANCIAL OFFICER, CHIEF OPERATING OFFICER OR GENERAL COUNSEL IN LIEU OF THE PRESIDENT.

DATE _____

SIGNATURE _____

TITLE _____

DATE _____

SIGNATURE _____

TITLE _____

NAME OF BROKER _____

NAME OF AGENCY _____

ADDRESS _____

LICENSE NUMBER _____

SIGNED _____



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

Policy # _____
Expiring Policy # _____

THIS POLICY IS ISSUED BY THE STOCK INSURANCE COMPANY SELECTED ABOVE

SIDE-A DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY

DECLARATIONS

This is a Claims Made and Reported Policy, please read it carefully. Amounts incurred as Costs of Defense shall reduce the limit of liability available to pay judgments or settlements and shall also be applied against the retention. This Policy does not provide for any duty by the Insurer to defend those Insured under the Policy.

| ITEM 1. COMPANY NAME AND PRINCIPAL ADDRESS: | ITEM 2. POLICY PERIOD: (a) Inception Date - (b) Expiration Date - at 12:01 a.m. both dates at the Principal Address in ITEM 1. | | | | | | | | | | | | | | | | | | | | |
|--|---|--------------------|-------------|--------|-------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| ITEM 3. LIMIT OF LIABILITY (inclusive of Costs of Defense): \$ _____ aggregate Limit of Liability for all Claims made or deemed made during the Policy Period . | | | | | | | | | | | | | | | | | | | | | |
| ITEM 4. PREMIUM \$ _____ | | | | | | | | | | | | | | | | | | | | | |
| ITEM 5. TOTAL UNDERLYING INSURANCE PROGRAM POLICY LIMITS: \$ _____ | | | | | | | | | | | | | | | | | | | | | |
| ITEM 6. SCHEDULE OF UNDERLYING INSURANCE PROGRAM: | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Underlying Insurer</th><th>Policy No.</th><th>Limits</th><th>Policy Year</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table> | | Underlying Insurer | Policy No. | Limits | Policy Year | | | | | | | | | | | | | | | | |
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ITEM 7. BROKER:

ADDRESS:

LICENSE #:

ITEM 8. NOTICE TO INSURER:

A. Notice of Claim, Wrongful Act or Loss:

Send to Company Indicated Above
c/o Ironshore Insurance Services, LLC
1 Exchange Plaza (55 Broadway)
New York, NY 10006

B. All other notices:

Send to Company Indicated Above
c/o Ironshore Insurance Services, LLC
1 Exchange Plaza (55 Broadway)
New York, NY 10006

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, FOR THIS POLICY AND THE FOLLOWED POLICY, INCLUDING INFORMATION FURNISHED IN CONNECTION THEREWITH WHETHER DIRECTLY OR THROUGH PUBLIC FILING, AND THE POLICY FORM ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

Date:

By: _____
Authorized Representative



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) 476-6411

ENDORSEMENT #:

Policy Number:
Endorsements:

Effective Date of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXTRADITION COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SIDE A INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that Definition B., "**Claim**" is deleted in its entirety and replaced with the following:

- B. "**Claim**" shall mean a civil, criminal, governmental, regulatory, administrative or arbitration proceeding made against any **Insured Person** seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt of filing of notice of charges or similar document; or other written demand for monetary or non-monetary relief made against any **Insured Person**. "**Claim**" shall include an extradition proceeding. However, in no event shall the term "**Claim**" include any labor or grievance proceeding which is subject to a collective bargaining agreement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

Authorized Representative

Date



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) 476-6411

ENDORSEMENT #:

Policy Number:
Endorsements:

Effective Date of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SIDE –A NON-DIC ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that **Section I, INSURING AGREEMENT** is deleted in its entirety and replaced with the following:

SECTION I. INSURING AGREEMENT

The Insurer shall pay on behalf of an Insured Person all Loss which the Insured Person shall be legally obligated to pay as a result of a Claim first made against the Insured Person during the Policy Period or the Discovery Period for a Wrongful Act, and reported to the Insurer pursuant to Section VI, except to the extent that such Loss is paid as indemnification or advancement by the Company or from any source or by any Insurance Program.

In consideration of the premium charged, it is further hereby understood and agreed that **Section IV, D, Other Insurance and Indemnification**, is deleted in its entirety and replaced with the following:

D. Other Insurance and Indemnification

- (1) The Insured Person and the Company understand and agree that all coverage under this Policy shall be specifically excess over, and shall not contribute with:**
 - (a) any Insurance Program maintained by the Company or any Outside Entity, whether such other insurance is stated to be primary, contributing, excess or otherwise, and**

(b) all indemnification and advancement to which an **Insured Person** may be entitled from any source, including but not limited to the **Company** or any **Outside Entity**.

(2) This Policy is subject to the Equivalent Terms of all insurers. "Equivalent Terms" means that all of the terms, and conditions of this Policy are identical for each insurer of the **Company** and **Insured Persons**. If any insurance of the **Company** or **Insured Persons** affords insurance with term and conditions different than the terms and conditions of this Policy, then, at the option of the **Insurer**, this Policy shall be construed as including those selected terms and conditions of such other insurance as if such terms and conditions were actually part of this Policy. The **Insurer** does not waive, compromise or release any of its rights to recover **Loss** paid under this Policy from the issuers of any other insurance under which coverage may be owed, or from any person or entity from which an **Insured Person** is entitled to indemnification or advancement, including the **Company** and any **Outside Entity**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

Authorized Representative

Date



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) 476-6411

ENDORSEMENT #:

Policy Number:
Endorsements:

Effective Date of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SIDE-A DIC FOLLOW FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

SIDE A INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the terms and conditions of this Policy shall follow the terms and conditions of the endorsements as listed below to Policy # _____ identified in Item 6 of the Declarations:

1. Endorsement #
2. Endorsement #

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

Authorized Representative

Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) 476-6411



ENDORSEMENT #:

Policy Number:
Endorsements:

Effective Date of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**PENDING AND PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION
FOR EXCESS LIMITS**

This endorsement modifies insurance provided under the following:

SIDE A INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that with respect to \$ _____ excess of \$ _____ of the Limit of Liability stated in the Declarations, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- (a) alleging, arising out of, based upon or attributable to, any civil, criminal, administrative or investigative proceeding pending or prior to _____, or any **Wrongful Act** or Related **Wrongful Acts** or any fact circumstance or situation, underlying or alleged in such pending or prior proceeding.
- (b) alleging any **Wrongful Act** occurring prior to _____ if any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under the limit of liability \$ _____ excess of \$ _____.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) 476-6411

ENDORSEMENT #:

Policy Number:

Effective Date of Endorsements:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PENDING AND PRIOR LITIGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

SIDE A INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to, any civil, criminal, administrative or investigative proceeding pending or prior to ____, or any **Wrongful Act** or Related **Wrongful Acts** or any fact circumstance or situation, underlying or alleged in such pending or prior proceeding.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) 476-6411

ENDORSEMENT #:

Policy Number:
Endorsements:

Effective Date of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRIOR ACTS EXCLUSION

This endorsement modifies insurance provided under the following:

SIDE A INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** for any **Wrongful Act** which occurred prior to . **Loss** arising out of the same **Wrongful Act** or **Related Wrongful Acts** shall be deemed to arise from the first such **Wrongful Act**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) 476-6411

ENDORSEMENT #:

Policy Number:
Endorsements:

Effective Date of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

RELIANCE UPON OTHER APPLICATION

This endorsement modifies insurance provided under the following:

SIDE A INSURANCE POLICY

In consideration of the premium charged, it is understood and agreed that the **Insurer** has relied upon the statements and representations contained in the below referenced application (including materials submitted thereto and, if such application is a renewal application, all such previous policy applications, and their attachments and materials, for which this Policy is a renewal or succeeds in time) as being accurate and complete. It is further understood and agreed that the **Insureds** warrant and represent to the **Insurer** that the statements and representations made in the below referenced application was accurate on the Date Signed and that the **Insureds** hereby reaffirm each and every statement made in the below referenced application as accurate as of Date Signed as if it was made to the **Insurer** on such date. All such statements and representations shall be deemed to be material to the risk assumed by the **Insurer**, are the basis of this Policy and are to be considered as incorporated into this Policy.

TYPE OF POLICY APPLICATION

INSURER

DATE SIGNED

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) 476-6411

ENDORSEMENT #:

Policy Number:
Endorsements:

Effective Date of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SPECIFIC INDIVIDUAL EXCLUSION

This endorsement modifies insurance provided under the following:

SIDE A INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** brought by or on behalf of any individual listed below, and/or any entity of which such individual is a director, officer, management committee member or trustee (or equivalent position), or any entity in which such individual owns, or controls, % or more of an equity or debt ownership interest (individually or collectively) either directly or indirectly and/or any past, present or future director or officer (or equivalent position) of such entity.

INDIVIDUAL

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Date



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) 476-6411

ENDORSEMENT #:

Policy Number:
Endorsements:

Effective Date of

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT
OR ACT EXCLUSION**

This endorsement modifies insurance provided under the following:

SIDE A INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the effectiveness of Exclusion B of the Policy, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim**, notice, event, investigation or action referred to below (hereinafter "Event"); the prosecution, adjudication, settlement, disposition, resolution or defense of any Event; any **Claim** arising from an Event; or any **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts**, or any fact, circumstance or situation in any way relating to any Event.

EVENT

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

Authorized Representative

Date

IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway) 12th Floor
New York, NY 10006
(877) IRON411

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

ARKANSAS AMENDATORY ENDORSEMENT

Endorsement forming a part of and attaching to this Side-A Directors & Officers Liability Insurance Policy as stated above.

It is hereby understood and agreed that:

1. Paragraph **A.** of **Section VI. Notice of Claim** is hereby deleted in its entirety and replaced by the following:
 - A.** The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period** or Discovery period. Such notice shall be given as soon as practicable but in no event later than sixty (60) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.
2. **Section VI. Notice of Claim** is hereby amended by the addition of the following:
 - E.** Notice given by or on behalf of the **Corporation** to any authorized agent of the **Insurer** with specific information to identify the **Insured** is deemed notice of **Claim** to the **Insurer**.
3. Paragraph **B.** of **Section VII. Discovery Period** is hereby deleted in its entirety and replaced by the following:
 - B.** As a condition precedent to the right to purchase the Discovery Period, a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than sixty (60) days after the end of the **Policy Period**.
4. Paragraph **C.** of **Section VII. Discovery Period** is hereby deleted in its entirety and replaced by the following:
 - C.** For purposes of the Limit of Liability, the Discovery Period is in addition to the Limit of Liability provided during the **Policy Period**. The Limit of Liability for the Discovery Period shall be the greater of the remainder of the

expiring policy aggregate limit or 50 % of the aggregate policy limit.

5. Subparagraph **(3)** of Paragraph **A. Cancellation or Non-Renewal of Section VIII. General Conditions** is hereby deleted in its entirety and replaced by the following:

(3) Should the **Insurer** decide to nonrenew this Policy, then the **Insurer** shall mail written notice of nonrenewal to the **Corporation** at the principal address shown in Item 1. of the Declarations at least sixty (60) days before the end of the **Policy Period**.

Should the **Insurer** revise its rates or rules resulting in a premium increase equal to or greater than twenty-five percent (25%) on any renewal Policy issued for a term of twelve (12) months or less, the **Insurer** shall mail or deliver to the **Corporation's** agent not less than thirty (30) days prior to the effective date of renewal, and to the **Corporation** not less than ten (10) days prior to the effective date of renewal, notice specifically stating the **Insurer's** intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

6. **Section VII. General Conditions** is hereby amended by the addition of the following:

The Arkansas Insurance Department can be contacted at the following address and telephone number:

Arkansas Insurance
Department
Consumer Services
Division
1200 W. 3rd Street
Little Rock, AR 72201-1904
Telephone (800) 852-5494 or (501) 371-2640

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

| | | | |
|---------------------------------|---|-------------------------------|---|
| <i>SERFF Tracking Number:</i> | <i>IRON-125619238</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Ironshore Indemnity Inc.</i> | <i>State Tracking Number:</i> | <i>EFT \$50</i> |
| <i>Company Tracking Number:</i> | <i>SA-08-001-F</i> | | |
| <i>TOI:</i> | <i>17.0 Other Liability - Claims Made/Occurrence</i> | <i>Sub-TOI:</i> | <i>17.0006 Directors & Officers Liability</i> |
| <i>Product Name:</i> | <i>Side A Directors and Officers Liability</i> | | |
| <i>Project Name/Number:</i> | <i>Side A Directors and Officers Liability New Program Submission/SA-08-001</i> | | |

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: IRON-125619238 State: Arkansas
Filing Company: Ironshore Indemnity Inc. State Tracking Number: EFT \$50
Company Tracking Number: SA-08-001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
Product Name: Side A Directors and Officers Liability
Project Name/Number: Side A Directors and Officers Liability New Program Submission/SA-08-001

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 04/29/2008

Comments:

Attachment:

AR NAIC.pdf

Satisfied -Name: Letter of Authorization **Review Status:** Approved 04/29/2008

Comments:

Attached is the letter of authorization

Attachment:

LOA. Westmont.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 04/29/2008

Comments:

Attached is the cover letter for this submission.

Attachment:

Cover Letter-Rates Exempt.pdf

Satisfied -Name: Forms List **Review Status:** Approved 04/29/2008

Comments:

Attached is the forms list for this submission.

Attachment:

AR Forms Index.pdf

1. Reserved for Insurance Dept. Use Only

| | |
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|--|--|

h. Subject Codes

Q2006 National Association of Insurance Commissioners

Property & Casualty Transmittal Document ---

| | | |
|-----|--|-----------|
| 20. | This filing transmittal is part of Company Tracking # | SA-08-001 |
|-----|--|-----------|

| | |
|---|--|
| 21. | Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text] |
| <div style="border: 1px solid black; min-height: 380px;"></div> <p style="margin-top: 10px;">Submission of forms for Company's Side A Directors & Officers Liability Insurance program.</p> | |

| | | | | | |
|---|---|-----------------|-----------|----------------|---------|
| 22. | Filing Fees (Filer must provide check # and fee amount if applicable) [if a state requires you to show how you calculated your filing fees, place that calculation below] | | | | |
| <table style="width: 100%;"> <tr> <td style="width: 15%;">Check #:</td> <td style="border: 1px solid black; padding: 2px;">N/A - EFT</td> </tr> <tr> <td>Amount:</td> <td style="border: 1px solid black; padding: 2px;">\$50.00</td> </tr> </table> <div style="border: 1px solid black; height: 50px; margin-top: 10px;"></div> | | Check #: | N/A - EFT | Amount: | \$50.00 |
| Check #: | N/A - EFT | | | | |
| Amount: | \$50.00 | | | | |
| <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p> | | | | | |
| <p>***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)</p> | | | | | |

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|-------------|--|--|--|
| 1. | This filing transmittal is part of Company Tracking # | SA-08-001-F | | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | N/A | | | |

| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement Or withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |
|-----------|--|--|---|--|---|
| 01 | Application for Side A Directors & Officers Liability Insurance Coverage | SA.001 (01/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 02 | Side A Directors & Officers Liability Insurance Policy Declarations | SA.002 (02/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 03 | Side A Directors & Officers Liability Insurance Policy | SA.003 (02/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 04 | Extradition Coverage Endorsement | SA.END.001 (01/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 05 | Follow Form Endorsement | SA.END.002 (01/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 06 | Pending & Prior Litigation & Known Wrongful Acts Exclusion | SA.END.003 (01/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 07 | Pending & Prior Litigation Endorsement | SA.END.004 (01/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 08 | Prior Acts Exclusion | SA.END.005 (01/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 09 | Reliance Upon Another Application | SA.END.006 (01/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 10 | Specific Individual Exclusion | SA.END.007 (01/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|-------------|--|--|--|
| 1. | This filing transmittal is part of Company Tracking # | SA-08-001-F | | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | n/a | | | |

| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement Or withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |
|----|--|--------------------------------|---|---|--|
| 11 | Specific Investigation/Claim/Litigation/Event or Act Exclusion | SA.END.008 (01/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 12 | Non DIC Endorsement | SA.END.009 (01/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 13 | Arkansas Amendatory Endorsement | SA AR (02/08) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 14 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 15 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 16 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 17 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 18 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 19 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 20 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |

PC FFS-1



IRONSHORE INDEMNITY INC.

1 Exchange Plaza
(55 Broadway), 12th Floor
New York, NY 10006
tel (646) 826 6600
toll free (877) IRON411
fax (646) 826 6601
www.ironshore.com

December 19, 2007

RE: Ironshore Indemnity Inc.
NAIC#: 23647
FEIN#: 41-0121640
Letter of Authorization
Filing of Forms, Rates and Rules

In accordance with the applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron and Westmont Associates, Inc. are hereby authorized to file form, rate and rule filings on behalf of the Company.

Please direct all correspondence in relation to these filings directly to Mr. Wesley Pohler of Westmont Associates, Inc., 25 Chestnut Street, Suite 105, Haddonfield, NJ 08033. Should you have any questions concerning these filings, please contact Mr. Pohler at (856) 216-0220, fax (856) 216-0303 or by email at Wes@westmontlaw.com

Thank you for your assistance in this matter.

Sincerely,

Michael Mitrovic
Senior Vice President

cc: Peter McKeegan
Andrew Cahill



April 22, 2008

Department of Insurance
Property and Casualty Division
Form and Rate Filings Review

RE: **Ironshore Indemnity, Inc.**
NAIC#: 23647/ FEIN#: 41-0121640
Side-A Directors and Officers Liability Insurance Product
New Submission – Form Filing
Company Filing #: SA-08-001-F
Effective Date: Upon Earliest Possible Approval

To Whom It May Concern:

Enclosed please find Ironshore Indemnity Inc's (the "Company") Side-A Directors and Officers Liability Insurance form filing for your review and approval. This is a new filing and does not replace any forms currently on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company is filing the attached Side-A Directors and Officers Liability Insurance product filing for your review and approval. Attached are the forms that will be used with this filing.

Please note that the corresponding rates are exempt from the Department's review.

Your approval and/or acknowledgement of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval and/or acknowledgment.

Respectfully submitted,
Jennifer Waldron
Jennifer Waldron
Supervisor
jenb@westmontlaw.com

Enclosures

cc: N. Stepanski
A. Cahill

FORMS INDEX

| <u>Form Number</u> | <u>Form Name</u> |
|---------------------------|--|
| SA.001 (01/08) | Application for Side A Directors & Officers Liability Insurance Coverage |
| SA.002 (02/08) | Side A Directors & Officers Liability Insurance Policy Declarations |
| SA.003 (02/08) | Side A Directors & Officers Liability Insurance Policy |
| SA.END.001 (01/08) | Extradition Coverage Endorsement |
| SA.END.002 (01/08) | Follow Form Endorsement |
| SA.END.003 (01/08) | Pending and Prior Litigation and Known Wrongful Acts Exclusion |
| SA.END.004 (01/08) | Pending and Prior Litigation Endorsement |
| SA.END.005 (01/08) | Prior Acts Exclusion |
| SA.END.006 (01/08) | Reliance Upon Another Application |
| SA.END.007 (01/08) | Specific Individual Exclusion |
| SA.END.008 (01/08) | Specific Investigation/Claim/Litigation/Event or Act Exclusion |
| SA.END.009 (01/08) | Non DIC Endorsement |
| SA AR (02/08) | Arkansas Amendatory Endorsement |